



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Office of the Mayor

March 14, 2024

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Dear City Councillors,

I am pleased to appoint Stephen Larrick of 17 Carlton Street to serve on the Zoning Board of Appeals. Mr. Larrick will be filling the alternate seat previously held by Hannah Osthoff with a term to expire September 14, 2024.

Mr. Larrick is currently the Digital Services Manager for the Metropolitan Area Planning Council, where he manages a software applications team, including two developers and a portfolio of dozens of online tools; leads product management and user research and oversees MAPC's portfolio of digital equity projects to provide greater access to online life for residents who have historically been left behind by the digital divide. Mr. Larrick holds a B.A. in Urban Studies and Philosophy from Brown University.

As a former Planning Director for the City of Central Falls, Rhode Island, Mr. Larrick possesses years of experience serving as staff support to a zoning board, providing administrative project review and advisory guidance on land use decisions, and negotiating community benefits from developers. In addition, through his work with cities across the country and in the Boston area - both as an academic researcher and as a consultant - he maintains a rich knowledge and valuable perspective on how various communities approach common challenges, and what best practices have worked, including in the domain of land use and zoning. Mr. Larrick looks forward to the opportunity to bring his expertise and familiarity to the Zoning Board of Appeals as its newest member.

I strongly recommend confirmation of Mr. Larrick's appointment to the Bicycling and Shared Path Advisory Committee. We are fortunate that he is willing to volunteer in this important role and lend his time, interests and dedication to this important board and its work.

Sincerely,

Dominick Pangallo
Mayor, City of Salem



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Office of the Mayor

March 14, 2024

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Dear City Councillors,

I am pleased to appoint Emmylou Manwill, of 15 Heritage Drive, Apt. 17, to serve on the Bicycling and Shared Path Advisory Committee for a three-year term to expire on September 14, 2026. Ms. Manwill will be filling the seat previously held by Alexandra Maranto.

As a regular cyclist and avid BlueBike user, both for recreation and daily commuting, Ms. Manwill values the opportunity to utilize her skills and background by serving on the Bicycling and Shared Path Advisory Committee to engage with the community on the local level and advocate for and support improved bike infrastructure. Furthermore, Ms. Manwill lives in a part of Salem not currently represented by any other Bike Committee members.

Ms. Manwill is currently an Immigration Staff Attorney at MetroWest Legal Services where she represents resettled Afghans in Massachusetts in their immigration matters including Asylum, Special Immigrant Visas, Adjustment of Status, Temporary Protected Status, and applications for Employee Authorization Documents. Ms. Manwill holds a law degree from Boston University, an H.B.A. cum laude in International Studies with an emphasis in Ethnic Conflict and a B.A. cum laude in Political Science from the University of Utah. In addition to her professional experience, Ms. Manwill serves as a Council Member on the Student Services Committee of the BU Law Young Alumni Council, is a Congressional Liaison for the American Immigration Lawyers Association of New England and is a member of the American Immigration Lawyers Association.

I strongly recommend confirmation of Ms. Manwill's appointment to the Bicycling and Shared Path Advisory Committee. We are fortunate that she is willing to volunteer in this important role and lend her time, interests and dedication to this important board and its work.

Sincerely,

Dominick Pangallo
Mayor, City of Salem



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Office of the Mayor

March 14, 2024

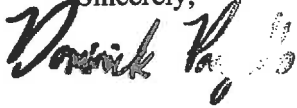
Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Dear City Councillors,

The Salem Redevelopment Authority is the appointing body for the Design Review Board and reappointed one of their members.

Marc Perras, of 6 Union Street #1, was reappointed to the Board during their meeting on December 20, 2023 for another three year term to expire on December 8, 2026.

This letter is being sent for informational purposes as no City Council confirmation is required.

Sincerely,


Dominick Pangallo
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo

Mayor

Office of the Mayor

March 14, 2024

Salem City Council
93 Washington Street
Salem, MA 01970

Dear Councillors,

I reappoint Donald R. Famico of Salem to serve as a Constable in the City of Salem for a term to expire March 14, 2027.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dominick Pangallo".

Dominick Pangallo
Mayor
City of Salem



City of Salem, Massachusetts
Police Department Headquarters

95 Margin Street

Salem, Massachusetts 01970

(978) 744-2204

CHIEF OF POLICE

LUCAS J. MILLER

27 February 2024

Mayor Dominick Pangallo
Salem City Hall
93 Washington Street
Salem, Massachusetts 01970

Re: Donald R. Famico – Constable Reappointment

Dear Mayor Pangallo,

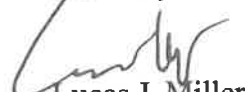
Mr. Donald R. Famico, Salem resident, has submitted his application for re-appointment as a constable with the City of Salem. He has been a constable in Salem for over twenty years and is currently employed as the part-time City of Salem Animal Control Officer. He serves as a constable in a private capacity.

The required criminal indices checks on Mr. Famico have been completed and no derogatory information that would preclude him from reappointment has surfaced. I interviewed him on 26 February 2024 at which time he reaffirmed his responsibilities to comply with the requirements of the Salem City Ordinance, Chapter 32, Section 19 (as amended May 15, 2017).

Based on the information provided by Mr. Famico on his application, the results of his criminal history checks and my interview with him, Mr. Famico meets the standards for reappointment and continued service as a constable with the City of Salem.

Mr. Famico's application is hereby forwarded for your review, consideration and presentation to the City Council should you elect to reappoint him.

Sincerely,


Lucas J. Miller
Chief of Police

Encl.

cc: constable file



CITY OF SALEM

In City Council,

March 14, 2024

Ordered:

That the sum of Fifty-Two Thousand, Nine Hundred Seventy-Three Dollars and Fifty-Nine Cents (\$52,973.59) be approved within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146) to be expended for the contractual buyback(s) listed below in accordance with the recommendation of His Honor the Mayor.

Name	Department	Amount
Salem Superior Police Union	Salem Police Department	\$5,000.00
Salem Patrol Police Union	Salem Police Department	\$32,000.00
Salem Firefighters Union	Salem Fire Department	\$15,000.00
AFSCME Local 1818	Various Departments	\$973.59
		\$52,973.59



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Office of the Mayor

March 14, 2024

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Dear Councillors:

Enclosed herewith is a request for an appropriation of Fifty-Two Thousand, Nine Hundred Seventy-Three Dollars and Fifty-Nine cents (\$52,973.59), be approved within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146) for sick leave buybacks submitted in accordance with collective bargaining agreements for the following unions:

Name	Department	Amount
Salem Superior Police	Salem Police Department	\$5,000.00
Salem Patrol Police Union	Salem Police Department	\$32,000.00
Salem Firefighters Union	Salem Fire Department	\$15,000.00
AFSCME Local 1818	Various Departments	\$973.59
Total		\$52,973.59

I recommend passage of the enclosed Order and invite you to contact Human Resources Director Lisa Cammarata with any questions that you may have regarding it.

Sincerely,

Dominick Pangallo
Mayor
City of Salem



DOMINICK S. PANGALLO
MAYOR

LISA B. CAMMARATA
DIRECTOR OF HUMAN RESOURCES

CITY OF SALEM MASSACHUSETTS

HUMAN RESOURCES
98 WASHINGTON STREET, 3RD FLOOR
SALEM, MASSACHUSETTS 01970
TEL. 978-619-5630

RE: Retirement Stabilization

Dear Mayor Pangallo:

I am respectfully requesting the amount of \$52,973.59 be appropriated in the Retirement Stabilization Fund for sick leave buybacks submitted in accordance with collective bargaining agreements with our various unions.

Sick leave buy-back to be paid out under this appropriation request are for active employees, not retirees, who wish to take advantage of contractual language allowing members to buyback certain amounts of unused sick leave, on an annual basis. A lump sum request for this purpose will allow us to process those requests.

A breakdown by bargaining unit is as follows:

Salem Superior Police Officers Union:	\$5,000.00
Salem Patrol Police Officers Union	\$32,000.00
Salem Firefighters Union	\$15,00.00
AFSCME Local 1818	\$973.59

Total amount: \$52,973.59

Thank you for your attention and cooperation with this request, and if you have any questions, please do not hesitate to contact me.

Very truly yours,


Lisa B. Cammarata

cc: File



CITY OF SALEM

In City Council,

March 14, 2024

Ordered:

That the sum of Sixteen Thousand, Six Hundred Twenty-Five Dollars and Zero Cents (\$16,625.00) be approved within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146) to be expended for the contractual buyback(s) listed below in accordance with the recommendation of His Honor the Mayor.

Name	Department	Amount
Salem Teachers Union	Salem School Department	\$16,625.00
		<u>\$16,625.00</u>



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Office of the Mayor

March 14, 2024

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Dear Councillors:

Enclosed herewith is a request for an appropriation of Sixteen Thousand, Six Hundred Twenty-Five Dollars and Zero Cents (\$16,625.00), be approved within the "Retirement Stabilization Fund-Vacation/Sick Leave Buyback" account (83113-5146) for sick leave buybacks submitted in accordance with collective bargaining agreements for the following union:

Name	Department	Amount
<u>Salem Teachers Union</u>	<u>Salem School Department</u>	<u>\$16,625.00</u>
Total		\$16,625.00

I recommend passage of the enclosed Order and invite you to contact Human Resources Director Lisa Cammarata with any questions that you may have regarding it.

Sincerely,

Dominick Pangallo
Mayor
City of Salem



DOMINICK S. PANGALLO
MAYOR

LISA B. CAMMARATA
DIRECTOR OF HUMAN RESOURCES

CITY OF SALEM MASSACHUSETTS
HUMAN RESOURCES
98 WASHINGTON STREET, 3RD FLOOR
SALEM, MASSACHUSETTS 01970
TEL. 978-619-5630

February 27, 2024

RE: Retirement Stabilization

Dear Mayor Pangallo:

I am respectfully requesting the amount of \$16,625.00 be appropriated in the Retirement Stabilization Fund for sick leave buybacks submitted in accordance with collective bargaining agreements with our various unions.

Sick leave buy-back to be paid out under this appropriation request are for active employees, not retirees, who wish to take advantage of contractual language allowing members to buyback certain amounts of unused sick leave, on an annual basis. A lump sum request for this purpose will allow us to process those requests.

Salem Teachers Union	\$16,625.00
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Total amount: \$16,625.00

Thank you for your attention and cooperation with this request, and if you have any questions, please do not hesitate to contact me.

Very truly yours,

Lisa B. Cammarata

cc: File



CITY OF SALEM

In City Council,

Ordered:

March 14, 2024

That the sum of Eight Thousand Seven Hundred Twenty Dollars and Zero Cents (\$8,720.00) is hereby appropriated from the "Fund Balance Reserved for Appropriation – Free Cash" account to the account listed below to fund agenda software training in accordance with the recommendation of His Honor the Mayor.

Description	Fund	Amount
Software Support/Enhancements City Council	11112-5520	\$ 8,720.00
		\$ 8,720.00



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Mayor

Office of the Mayor

March 14, 2024

Salem City Council
93 Washington Street
Salem, MA 01970

Dear Councillors,

The enclosed Order transfers \$8,720 from Free Cash to the City Council – Software Supports/Enhancements account for the purpose of providing on-site training from CivicPlus on the use of their agenda management software, CivicClerk, for City Council meeting materials.

The implementation of CivicClerk has been a number of years in development and will greatly increase transparency to the public around City Council items and actions. I recommend adoption of the enclosed Order and invite you to contact City Clerk Ilene Simons should you have any questions.

Sincerely,

Dominick Pangallo
Mayor
City of Salem

CITY OF SALEM – Finance Department

Free Cash, W & S R/E, R/Res & Budget Transfer Request Form

From: City Council Department 3/14/24 Date
 Department Head Authorizing Signature

Budget or R/Res Budget Amt: _____
Transfers To : _____ Desc: _____ Balance: _____
 (Org/Object) Budget Amt: _____
 From : _____ Desc: _____ Balance: _____
 (*Note - Please include letter to Mayor for Transfers from different Personnel & Non-personnel lines)
 Current Balance in Receipts Reserved Fund Above (if applicable) - \$ _____ Date: _____

Budget Amt: \$12,200
Free Cash or To : 1112-5520 Desc: Software Support/Enhancements Balance: \$12,200
Retained Earnings (W/S) (Org/Object)
Raise & Appropriate
 Please circle one

Amount Requested: \$ 8,720.00

Reason (Be Specific) Funding for agenda software training (on-site + virtual training)

For Finance Department and Mayor's Use Only:

_____ Budget Transfer _____ Mayor Approval _____ City Council Approval
☒ Free Cash Appropriation – City Council Approval – Gen Fund \$ 4,449,467.71
 Free Cash Balance
 _____ R/E Appropriation –Water \$ _____ R/E Appropriation Sewer \$ _____
 R/E Balance R/E Balance
 _____ Receipts Reserve – City Council Approval \$ _____
 R/Res Fund Balance
 _____ Raise & Appropriate _____ Other _____
 Recommendation: ☒ Approved _____ Denied _____
 Finance Director

Completed: Date: _____ By: _____ CO # _____ JE#: _____ Transfer #: _____



CITY OF SALEM

In City Council, March 14, 2024

Ordered:

To accept the donation from Biff Michaud in the amount of Twenty-Six Thousand Three Hundred Ninety-Four Dollars (\$26,394.00) to the Salem Fire Department to purchase six thermal imager units. These funds will be deposited into the Fire Donation Fund 24131-4830 in accordance with the recommendation of His Honor the Mayor.



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Office of the Mayor

March 14, 2024

Honorable Salem City Council
Salem City Hall
Salem, Massachusetts 01970

Dear Councillors:

Enclosed is a request to accept a donation from Biff Michaud in the amount of Twenty-Six Thousand Three Hundred Ninety-Four Dollars (\$26,394.00) These funds will be deposited into the Fire Donation Fund (24131-4830) to purchase six thermal imager units.

In order to accept the donation, approval must be given by both the Mayor and City Council. I ask that the members of the City Council join with me in accepting these funds.

Sincerely,

Dominick Pangallo
Mayor
City of Salem



CITY OF SALEM, MASSACHUSETTS

FIRE DEPARTMENT

48 LAFAYETTE STREET
SALEM, MASSACHUSETTS 01970-3695
PHONE 978-744-1235 FAX 978-745-4646

ALAN E. DIONNE
CHIEF
978-744-6990
ADIONNE@SALEM.COM



FIRE PREVENTION
BUREAU
978-745-7777

February 20, 2024

Honorable Mayor Pangallo and City Councilors,

I am pleased to inform you that Salem business owner Biff Michaud has reached out to my department and offered to make an incredibly generous donation of \$26,394.00 to purchase Six Thermal Imager units for the Salem Fire Department.

Thermal imagers are used daily in the fire service. Primarily, they are employed to search for lost victims and orient firefighters in heavy smoke and fire conditions. Thermal imagers are also extensively used to identify overheated electrical components, light fixtures, plugs, etc., and to determine hot spots when locating a fire in a wall or a specific portion of a structure. They are proven life savers and are an essential tool for the fire department.

Presently, Salem has four functioning thermal imagers –all older than ten years and approaching the end of their useful life span. These units operate using 1st generation technology and are limited in their abilities. NFPA requirements also limit how long these units can be safely relied on. The newer equipment more cost-effective, and the technology has advanced to a level far superior to anything presently in use by the department.

With the Mayor's office's and City Council's approval, Mr. Biff Michaud has agreed to fund the purchase of six Thermal Imagers as detailed in the attached quote. This will place a new highly advanced thermal imager on five Salem fire apparatus and one in the command vehicle.

I hope this meets with your approval,

Sincerely,

Alan E Dionne
Chief of Department

FIRE TECH & SAFETY OF NEW ENGLAND INC.
 100 Business Park Dr., Unit 6
 Tyngsborough, MA 01879
 1-800-256-8700 Fax (978) 649-6833



Name / Address
SALEM FIRE DEPT.-MA 48 LAFAYETTE ST. SALEM, MA 01970

Quote

Date	Quote #
2/2/2024	204843
Valid for 15 Days	



Project		Terms	Rep
		Net 30	MT
Qty	Description	Unit Price	Total
1	BULLARD QXT THERMAL IMAGER WITH TRUCK MOUNT CHARGER, XTRETRACT, BLACK LOWER AND ORANGE UPPER HOUSING	8,350.00	8,350.00
1	BULLARD XT SERIES ELECTRONIC THERMAL THROTTLE	399.00	399.00
1	BULLARD XT SERIES 2X/4X DIGITAL ZOOM	400.00	400.00
5	BULLARD TXS 320 WITH XSCHARGER, (2) XSBATT, & (1) XSRETRACT	3,449.00	17,245.00
	SHIPPING AND HANDLING INCLUDED IN PRICE	0.00	0.00
Total			\$26,394.00

Notice: One or more of the products listed above may contain PFAS. For detailed product information please call 800-256-8700
 Fire Tech & Safety Terms and Conditions: <https://firetechusa.com/FTSTAC.pdf>
 Unless otherwise noted on this quote, freight may be added at time of invoicing as Prepay & Add terms



City of Salem

In the year Two Thousand and Twenty-four

An Ordinance to regulate camping

Be it ordained by the City Council of the City of Salem, as follows:

Section 1. Chapter 24 is hereby amended by adding a new Section 24-31 *Camping*

“Section 24-31 Camping

(a) Definitions

For the purposes of Section 24-31, the following definitions shall apply:

“To camp” means to pitch, erect, or occupy a Campsite or to use Camp Materials, or both, for the purposes of, or to facilitate, outdoor sheltering, either temporarily or permanently.

“Campsite” means any place where a tent, tarp, or other temporary structure is established for the purpose of maintaining an outdoor shelter.

“Camp Materials” means items used to establish or facilitate occupancy of a Campsite, including tents, tarps, or other temporary structures, as well as large furniture, stoves, and other cooking instruments.

“City Storage Program Policy” refers to the City’s written policy for storage and tracking/record-keeping of Eligible Property.

“Eligible Property” means items including, but not limited to, personal identification and documents, valuables, clothing, hygiene products and toiletries, personal effects, and items of basic necessity. Any item damaged in such a manner that it is deemed, by the Board of Health or their Agent, to be unsafe to store or may pose a health risk or hazard, is not Eligible Property. The City Storage Program Policy shall further define property that is eligible for storage.

“Emergency Shelter Space” means a City-authorized location, within the City of Salem or in any other municipality of which the nearest border of said municipality is no more than 15 miles from the nearest border of Salem, providing temporary shelter or alternative sleeping space practically available to persons experiencing homelessness. Emergency Shelter Space shall be at a shelter, housing accommodation, or alternative sleeping space that maintains policies and

procedures for accommodations under the Americans with Disabilities Act.

“Period When Shelter Is Unavailable” means a length of time in which there is no Emergency Shelter Space available to individuals experiencing homelessness in Salem.

(b) Purpose

- (i) It is the purpose of this Ordinance to promote public health, public safety, general welfare, and the economic health and well-being of Salem, its workers, visitors, and residents, including individuals experiencing homelessness, by prohibiting unsanctioned camping and the dangerous and unsafe conditions surrounding such Campsites.
- (ii) The Ordinance seeks to improve access to housing and recovery services by restoring access to public spaces, the public right-of-way, and curtailing the existence of Campsites that shield drug trafficking, human trafficking, weapons, fire hazards, violence, and other criminal activity, and that create conditions for large crowds to congregate. It is also the purpose of this Ordinance to protect the rights of individuals related to their personal property and to treat such property with respect and consideration.
- (iii) This Ordinance shall apply to all Campsites and camping on public property, including, but not limited to, streets, sidewalks, and public rights-of-way.

(c) Unlawful Camping on Public Property

It is unlawful for any person to camp or maintain a Campsite or Camp Materials in or on any public property or in the public right-of-way, including, but not limited to, any street, sidewalk, school or public park, unless specifically authorized by the City or during a Period When Shelter Is Unavailable, subject to the restrictions and regulations specified by this Section.

(d) Unlawful Camping on Private Property

Unless specifically authorized by the City or during a Period When Shelter Is Unavailable, it is unlawful for any person to camp or maintain a Campsite or Camp Materials upon private property in the City for more than 48 hours unless allowed by the City’s Zoning Code as a permitted Commercial Recreation (Outdoor) or Nonprofit Outdoor Recreational Facilities use. This section shall not apply to camping activities conducted by minors at or in the yard of their own or their guardian’s residence for recreational purposes.

(e) Restrictions on Unlawful Camping During A Period When Shelter Is Unavailable

- (i) The prohibitions against Campsites and camping in 24-31(c) and 24-31(d) shall not apply during a Period When Shelter Is Unavailable.

- (ii) City officials shall maintain a list of identified Emergency Shelter Spaces with existing capacity, which is updated daily and is communicated upon updating to the Salem Police Department, Health Department, Council on Aging, Veterans Service Officer, and community nonprofits and other agencies, organizations, and entities who work directly with persons experiencing homelessness.
- (iii) During a Period When Shelter Is Unavailable, or when a Campsite is specifically authorized by the City, a Campsite or use of Camp Materials must comply with existing state and local laws to ensure public health and safety of those in and around the Campsite.
- (iv) During any Period When Shelter Is Unavailable, the City, through the Board of Health or its Agent, the Police Department, the Fire Department, and the Department of Inspectional Services, is hereby authorized to promulgate any additional regulations relative to the time, place, and manner for camping and for the density of Campsites on either public or private property, in order to protect public health, maintain access to the public right-of-way, protect private property, and support the effective operation of facilities such as schools, shelters, and health care institutions during such periods.

(f) Offer of Shelter

- (i) In the event of a violation of this Ordinance, the City shall provide, or cause to be provided, an offer of available Emergency Shelter Space to an individual experiencing homelessness and must inform that individual that transportation to available Emergency Shelter Space is available. The City shall furnish or cause to be furnished said transportation.
- (ii) Each Emergency Shelter Space offered to an individual pursuant to 24-31(f)(i) shall be at a shelter, housing accommodation, or alternative sleeping space that maintains policies and procedures for accommodations under the Americans with Disabilities Act.

(g) Storage of Property

- (i) The Salem Police Chief shall establish, and from time to time amend, a City Storage Program Policy not inconsistent with this ordinance.
- (ii) In the event of a violation of this Ordinance, the City shall offer and provide storage for personal belongings consistent with the City Storage Program Policy. The City Storage Program Policy shall provide for the storage of Eligible Property, define at its sole discretion property that is eligible for storage, and provide clear instructions on how individuals with property in storage may regularly access and recover their belongings.

- (iii) The City Storage Program Policy will also provide that for property at a Campsite in violation of this Ordinance and that is not claimed by any person within 24 hours of it being deemed by the City as being unclaimed, City staff will assess whether the property is abandoned property or an individual's temporarily unattended property through reasonable and documented attempts to identify the property owner. Property determined by City staff to pose an immediate health or safety risk is subject to immediate disposal.
- (iv) The City shall store Eligible Property determined, pursuant to 24-31(g)(i), to be temporarily unattended Eligible Property under the City Storage Program Policy. For temporarily unattended property that is not Eligible Property under the City Storage Program Policy, the Inspectional Services Department shall either, at the director or their designee's sole discretion, post notice for 24 hours prior to the removal of the unattended property not eligible for City storage or temporarily store, for at least 24 hours, the unattended property and post notice as to how to recover it.
- (v) City officials shall provide a written copy of the City Storage Program Policy when providing an offer of storage, which shall be made available in any language required pursuant to the City's Language Access Policy.
- (vi) In the event of a violation of this Ordinance, should an individual leave the area of a Campsite without their belongings, City staff shall store eligible property in accordance with the City's Storage Program Policy and this section.
- (vii) In the event of lost property subject to the City's Storage Program Policy, individuals who wish to bring a claim for such lost property shall utilize the City's existing process for submitting claims. No fees may be charged for the processing of claims submitted pursuant to this subsection of the Ordinance.

(h) Removal

Once the City has engaged an individual pursuant to Section 24-31(f) and Section 24-31(g), the City may, in its sole discretion, remove any Campsite and/or Camp Materials not removed by said individual.

(i) Notice to Individuals

- (i) Whenever the City may identify Campsites reasonably presumed by the City to be occupied by individuals experiencing homelessness, and it is not a Period When Shetler Is Unavailable, the City shall distribute weather-resistant notices to said individuals and post weather-resistant signage proximate to said Campsite(s).
 - a. Such signage shall state in any language required pursuant to the City's Language Access Policy: "WARNING: CITY

ORDINANCE RESTRICTS CAMPING. VIOLATION MAY BE SUBJECT TO REMOVAL AND/OR ENFORCEMENT ACTION.”

- b. Such notice shall state the same, in any language required pursuant to the City’s Language Access Policy, along with the full text of this Ordinance, the City Storage Program Policy, and any additional information or resources that the City may determine will be helpful to the individual.

(ii) Upon the effective date of this Ordinance, once the City has engaged an individual pursuant to Section 24-31(f) and Section 24-31(g) no further notice is required to enforce this Ordinance.

(iii) During a Period When Shelter Is Unavailable, when the City notifies an individual located in any Campsite that a Period When Shelter Is Unavailable has ended, said individual shall have forty-eight (48) hours to remove their Camping Materials.

(j) Penalty for Violations

Individuals in violation of this Ordinance may be subject to penalties. This Ordinance shall be enforced by the Salem Police Department, the Salem Board of Health or its Agent or their designees, the Salem Department of Inspectional Services, and the Salem Fire Department, as well as any sworn law enforcement agency empowered to make an arrest within the jurisdictional boundaries of the City of Salem. Any of the following penalties may apply:

- a. All enforcement methods authorized by law, including, issuance of a warning, G. L. c. 40, s. 21, or enforcement authorized by G. L. c. 272, s.59 (ordinances or Regulations Relating to Streets, Reservations or Parkways; Alcoholic beverages; Profanity; Arrest Without a Warrant) if the Salem Police or other duly authorized officer on scene determines a violation of G. L. c. 272, s. 59 has occurred in their presence.

(k) Severability

The provisions in this Ordinance are severable. If any part or provision of this Ordinance is held invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected by such holding and shall continue to have full force and effect.”

Section 2. This Ordinance shall take effect as provided by City Charter.



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Mayor

Office of the Mayor

March 14, 2024

Salem City Council
93 Washington Street
Salem, MA 01970

Dear Councillors,

The enclosed Ordinance prohibits camping on public property during periods of time when shelter space is available in the community. During times when no shelter space is available in the community, it establishes rules for regulating camping on public property. This measure is based on guidance and advice provided to the City over multiple discussions with leadership at the U.S. Interagency Council on Homelessness concerning evidence-based approaches to our unsheltered homelessness challenges.

Outreach work to Salem's unsheltered homeless residents takes place on a nearly daily basis and includes workers from Lifebridge, Healthy Streets, the Community Impact Unit, and Essex County Outreach. While there have been some successes in moving unsheltered residents into housing or services, the work is very challenging and more clearly needs to be done.

We also know that every day that an encampment continues is a less healthy and more dangerous day for those in the encampment than the day before. For their wellbeing, the City has been endeavoring to identify suitable alternative housing options for these individuals, so they do not have to live outdoors. Given the scarcity of housing and available space in Salem, it has not been an easy task.

Once suitable shelter space has been identified, an ordinance such as this will enable us to ensure unsafe encampments do not persist. The ordinance extends the ability to regulate overnight camping on public property to include non-park public property. This pertains both to prohibiting it when shelter capacity exists and regulating it when that capacity does not. Simultaneously to the development of this ordinance, City staff and community partners have been working to identify temporary and alternative shelter options to accommodate our unsheltered residents.

The position of this administration is and will continue to be that the best and most enduring solution to homelessness is to provide homes. The efforts outlined above are all predicated on our ability to find a safe roof over the head for unsheltered residents. In the short term, that may require emergency shelter provisioning or other similar measures. In the long term it must be through the furtherance of our housing work – both the policy efforts that are underway and the projects on the horizon that will create stable housing for the people whom we represent.

In all these efforts, I look forward to working constructively with you to achieve those goals. I recommend adoption of the enclosed Ordinance and invite you reach out to myself, Chief Lucas Miller, Health Agent David Greenbaum, and Assistant Solicitor James Wellock if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dominick Pangallo".

Dominick Pangallo
Mayor
City of Salem

City of Salem

In the year Two Thousand and Twenty-Four

An Ordinance to increase coastal flood resiliency in the City of Salem.

Be it ordained by the City Council of the City of Salem, as follows:

Section I. The Zoning Ordinance of the City of Salem is hereby amended by adding the following new section to Chapter 8, Special District Regulations:

“Section 8.9 – COASTAL RESILIENCY OVERLAY DISTRICT

8.9.1 Purpose. The City of Salem recognizes that the increased frequency and intensity of coastal flooding events resulting from climate change poses a threat to human health, safety, and welfare. Through the creation of this Coastal Resiliency Overlay District (C-ROD), the City hereby establishes land use rules reflective of anticipated future sea level rise and coastal flooding scenarios and aims to foster land use that is resilient to projected increased coastal flood risk. This Ordinance is informed by science and technical data available at the time of its adoption, through the Massachusetts Coast Flood Risk Model’s (MC-FRM) projected Significant Wave Weight elevation in a 100-year flood event in 2070 and is anticipated to be updated periodically as new data become available and to maintain reference to a coastal flood risk projection with an approximately fifty-year time horizon.

The goals of this Ordinance are to:

- Protect buildings from projected increased coastal flood risk, with especially high protection provided to residential dwelling units, to protect the health, safety and welfare of occupants and minimize the burden on emergency response services.
- Encourage thoughtful and strategic investment in the built environment to advance the community’s goals, in areas including but not limited to housing and economic opportunity, through resilient land use that adapts to future coastal flood risk.
- Encourage adaptations to future coastal flood risk that are appropriate to the variety of Salem’s existing building stock as well as the community’s unique historic buildings, neighborhoods, and landscapes.
- Provide consistent regulation of land uses within locations projected to be subject to increasing coastal flood risk for the benefit of the city, community, and builders.

8.9.2 District Boundaries. The C-ROD boundary consists of the areas as shown on the zoning map. This mapping is based on the MC-FRM’s projected Significant Wave Weight elevation in a 100-year flood event in 2070. Where interpretation of these boundaries is in question, the

Building Commissioner shall make interpretations, where needed, as to the exact boundaries of the district. The precise boundaries of the C-ROD shall be based on actual site conditions, as determined by the Building Commissioner, based on elevations provided by a licensed professional surveyor. Any person aggrieved by the Building Commissioner's determination may appeal to the Zoning Board of Appeals pursuant to G.L. c. 40A, Sections 8 and 15 and Section 9 of the Salem Zoning Ordinance. Sea Level Rise Base Flood Elevation and Use Requirements: Minimum Sea Level Rise Base Flood Elevation ("SLR BFE"): The SLR BFE shall be no lower than the corresponding MC FRM projected 100-year flood event's Significant Wave Height in 2070 as depicted on mapping on file with the City of Salem Department of Planning & Community Development.

8.9.3 Applicability. A building located within the district boundary is subject to the C-ROD as show on Table 1 below:

TABLE 1: C-ROD APPLICABILITY		
Building Type	Modification of Existing Buildings	New Construction
Residential 6 units or more	Yes	
Residential; 5 units or fewer	No, unless expanding Structural Lot Coverage over 100% or by any amount that includes a new dwelling unit	Yes
Detached accessory buildings	No	
Non-residential greater than 7,500 square feet	Yes	
Non-residential less than 7,500 square feet	No	Yes

Notes:

1. For the purpose of the C-ROD, an Accessory Dwelling Unit (ADU) shall be considered a residential unit.
2. A mixed-use building within the C-ROD shall be subject to the requirements of this Section if any of the residential or non-residential thresholds in Table 1 are met.
3. Applicability to Central Business (B5) Zoning District: For projects in the Central Business (B5) District, this Section 8.9 shall be applicable upon approval by the Executive Office of Housing and Livable Communities of a district compliance application that includes the C-ROD district in the compliance model of the application.

8.9.4 Limitation on Uses Below SLR BFE. Residential dwelling units, building mechanical uses, and building electrical service uses shall be located above the SLR BFE except as allowed in the list below and subject to Section 8.9.7, C-ROD Site Plan Review:

1. Residential access and vertical circulation (including lobbies, stairs, and similar spaces)
2. Residential storage
3. Residential Multifamily Common Support and Amenity Space
4. Parking
5. All non-residential uses
6. Building Mechanical Uses and Electrical Service Uses that Cannot Practically Be Located Above SLR BFE, as defined in Section 8.9.25.

8.9.5 Exemptions. The following are exempt from the provisions of the C-ROD.

1. Modification of an existing building where, within a 24-month period, Level 2 Alteration neither exceeds 50% of the aggregate building area below the SLR BFE nor 75% of the aggregate building area above the SLR BFE. Aggregate building area shall be as defined in the Massachusetts State Building Code.
2. New construction or modification of existing structures that do not meet the definition of “Building” per Section 10 of the Zoning Ordinance.
3. Portions of an existing building under separate ownership from a portion of the building where work subject to this Section is proposed to occur. For example, work in one condominium may not trigger the ordinance’s applicability to a separately owned condominium in the same building where work is not proposed.
4. When a modification of an existing building is subject to this ordinance, Building Mechanical Uses and Building Electrical Uses not being reconfigured or extended may remain below the SLR BFE.

8.9.6 Relief from Dimensional Requirements. Where the Project is subject to this C-ROD Ordinance, the design shall adhere to the following provisions:

1. Building Height: Irrespective of Sections 10.0 and 4.1.2.6 of the Salem Zoning Ordinance, Building Height shall be measured starting from the SLR BFE for Projects subject to this Section.
2. Gross Floor Area: In addition to areas excluded by other provisions of the Ordinance, the following shall be excluded from the measurement of Gross Floor Area for Projects subject to this Section: Areas devoted to interior vertical circulation from grade to the SLR BFE (such as stairs, ramps, or elevators); and areas devoted to flood protection equipment.
3. Front, Rear, and Side Yards. The following may be located within required setbacks irrespective of other provisions of the Salem Zoning Ordinances:
 - a. In Front, Rear, and Side Yards: Areas used for vertical circulation (such as stairs, ramps, or elevators) from grade to the required SLR BFE where setbacks are maintained to the maximum extent practicable; and
 - b. In Rear and Side Yards: Flood Protection Equipment, and structures housing mechanical equipment above the required SLR BFE, where setbacks are maintained to the maximum extent practicable.

8.9.7 C-ROD Site Plan Review Required. Projects subject to this section must undergo Site Plan Review per the provisions of this section, which are in lieu of the requirements of Section

9.5 of the Zoning Ordinance, unless 9.5.2 applies, in which case the project is subject to both C-ROD Site Plan Review and Site Plan Review Section 9.5. Absent special circumstances, applications under this Section 8.9 for C-ROD Site Plan Approval and under Section 9.5 for Site Plan Approval should be filed together for contemporaneous consideration by the Planning Board.

8.9.8 C-ROD Site Plan Review Application. An Applicant for a Site Plan Review shall file the application to the Planning Board and one (1) copy to the City Clerk. The application shall contain the following information:

- A. Any application for approval of a site plan review under this section shall be accompanied by a site plan, which shall be at a scale to be established by the Planning Board. The plan shall contain the following information, at a minimum:
1. Location and dimensions of all buildings and other construction;
 2. Location and dimensions of all parking areas, loading areas, bicycle racks or bicycle storage areas, walkways and driveways. Plans shall clearly identify pavement grade changes exceeding five (5) percent, and any vegetated slopes steeper than 1V:3H, identify all pedestrian and vehicular pavement materials;
 3. Location and dimensions of internal roadways and access ways to adjacent public roadways;
 4. Lot lines within which the development is proposed in relation to the nearest road intersection;
 5. Location, type, dimensions and quantities of landscaping and screening including retaining walls and fences;
 6. Current and proposed locations, dimensions, and screening of utilities including: water, storm water, sewer, drainage, drain inlets, drainage tanks, back flow preventers, manholes, hydrants, gas, electrical, telephone, wireless communication facilities, HVAC-related mechanicals, transformers, switchgears, generators, intake and exhaust features including: ventilation, stacks, fans, louvers, steam, and recycling and other waste disposal locations;
 7. Location of all existing natural features, including ponds, brooks, streams, wetlands, street trees, and existing vegetation up to the curb line;
 8. Topography of the site, with one foot contours;
 9. Plans depicting the property lines and physical features, including roads, for the project site;
 10. Proposed changes to the landscape of the site, grading, vegetation clearing and planting;
 11. Locations of active farmland, wetlands, permanently protected open space, Priority Habitat Areas and BioMap 2 Critical Natural Landscape Core Habitat mapped by the Natural Heritage & Endangered Species Program (NHESP) and "Important Wildlife Habitat" mapped by the DEP;
 12. Locations of local or National Historic Districts;
 13. Location, arrangement, size, and design of roof mounted and small-scale ground mounted solar energy systems;

14. Location and elevation of existing and proposed applicable FEMA zones, structures, watercourses, applicable Base Flood Elevation mapping, drainage, and drainage easements, means of access, utilities, and sewage disposal facilities, if any;
 15. Boundaries of C-ROD overlay district and SLR BFE within the site and citation of information used to establish SLR BFE;
 16. Project design that addresses the requirements of the C-ROD Ordinance as applicable; and
 17. For buildings that are individually listed in the National Register of Historic Places or have been determined by the Salem Historical Commission to be historically significant: Application materials listed in Section 1.7 of the Salem Historical Commission Guidelines Notebook.
- B. A statement, signed and sealed by a state licensed architect or engineer, that all covered building spaces below the SLR BFE are designed to be floodproof in compliance with the requirements of this ordinance.
 - C. A written narrative describing the proposed Project and how it complies with the requirements in Section 8.9.10 of this C-ROD Ordinance.
 - D. A list of federal, state, and other local permits required for the Project.

8.9.9 Distribution. The Planning Board shall, within seven (7) days after the receipt of an application pursuant to this Ordinance, transmit one (1) copy of said application to the Director of Sustainability and Resiliency, Building Commissioner, City Engineer, Head of the Fire Department or the Head of the Fire Department's designee, Board of Health, and Conservation Commission, who may at their discretion review and provide written commentary to the Planning Board.

The Planning Board shall not take final action on such application until it has received a report thereon from the Director of Sustainability and Resiliency, Building Commissioner, City Engineer, Head of the Fire Department or the Head of the Fire Department's designee, Board of Health, and Conservation Commission or until thirty-five (35) days have elapsed after distribution of such application to the listed parties.

The Salem Historical Commission shall review Projects that are individually listed in the National Register of Historic Places or have been determined by the Salem Historical Commission to be historically significant. The Historical Commission shall review the application at a public meeting and shall provide advisory comments to the Planning Board. The Historical Commission shall review the application for conformance to the Secretary of the Interior's Standards for the Treatment of Historic Properties.

The Planning Board shall not take final action on an application under this Section until it receives written confirmation from the Historical Commission that the application conforms to the Secretary of the Interior's Standards. The Planning Board may act if at least sixty (60) days have passed since delivery of the application to the Historical Commission and the Planning Board has not received any findings from the Historical Commission during the sixty (60) day period. Said sixty (60) day period may be extended by written agreement between the Applicant and Planning Board.

Nothing set forth in this section is intended to alter or amend the rights and obligations of the Historical Commission, and an Applicant's adherence thereto, pursuant to M.G.L. c. 40C.

8.9.10 Site Plan Review Criteria. When reviewing Projects subject to the C-ROD Ordinance, the Planning Board shall consider the following to the extent applicable. These criteria are in lieu of the general Site Plan Review Criteria in section 9.5 of the Salem Zoning Ordinance, unless the project is also subject per Section 9.5.2, in which case both C-ROD and Site Plan Review Section 9.5 both apply.

1. Adequacy of best engineering practices to eliminate or minimize flood risk or damage to covered building spaces below the SLR BFE, except unoccupied, unimproved, or unenclosed areas (such as crawlspaces) that are not intended for any uses described in this C-ROD Ordinance.
2. If project includes parking located below the SLR BFE within or beneath a building:
 - a. Adequacy of alternatives analysis to demonstrate that locating parking above the SLR BFE is infeasible; and
 - b. Adequacy of operations and management plan to remove vehicles from below the SLR BFE prior to a forecasted flood event.
3. Adequacy of flood protection for all Building Mechanical Uses and Electrical Service Uses that cannot practically be located above SLR BFE, as defined in Section 8.9.25:
4. Adequacy of convenience and safety of vehicular and pedestrian movement within the site and in relation to adjacent streets and sidewalks, particularly in the event of coastal floodwater rising to the SLR BFE.
5. Adequacy of project design to support pedestrian connections.
6. Adequacy of the minimization of the visual impact of utilities, building mechanicals, and flood protection equipment (see Wet and Dry Floodproofing) to the maximum extent practicable.
7. Adequacy of protection of the building's historic character and compatibility with historic character of the surrounding neighborhood.

8.9.11 Decision. After a notice and public hearing as set in G.L. c. 40A, s. 9 and 11, the Planning Board, by a simple majority, may approve the plan provided that it meets the criteria set forth in

Section 8.9.10. 8.9.12 Conditions. The Planning Board may, in appropriate cases as it determines, impose further restrictions upon the development or parts thereof as a condition to granting the approval and may waive any defined restrictions provided the project meets the 8.9.16 Waiver criteria. The Planning Board may, as a condition of approval, require that the Applicant give effective notice to prospective purchasers of the flood hazard conditions associated with said premises and the steps undertaken by the Applicant to alleviate the effects of same.

8.9.13 Relationship to Underlying Zoning. The C-ROD constitutes an overlay district as defined in Section 2.2 of the Salem Zoning Ordinance. The provisions of the Underlying Zoning, as they may be amended from time to time, continue to apply, except as expressly superseded by this C-ROD Ordinance. Where conflicts exist between this C-ROD Ordinance and the remainder of City's Zoning Ordinance, the requirements set forth in this Section shall govern.

8.9.14 Reconstruction After Catastrophe. Irrespective of Section 3.3.7 of the Salem Zoning ordinance, reconstruction of buildings with greater than 5 residential dwelling units or 7,500 square feet of non-residential space shall be subject to this C-ROD ordinance.

8.9.15 Waivers. The Planning Board is empowered to grant a C-ROD Site Plan Review approval that includes a waiver(s) from provisions of the C-ROD Ordinance.

8.9.16 Waiver criteria. In rare cases, waivers may be granted by the Planning Board only upon the Applicant's demonstration that structures, their occupants, and contents are and will be protected from future flood risk per the purposes of this Ordinance without strictly meeting every provision of this Ordinance. In such cases, the Planning Board shall only grant the minimum waiver necessary. In evaluating whether a waiver from one or more of the provisions C-ROD Ordinance is appropriate, the Planning Board shall consider the following:

1. Whether the grade of the existing roadways or sidewalks from which the Property derives its frontage makes full compliance with Section 8.9.10(4) (Vehicular and pedestrian movement) of this Ordinance impractical.
2. Whether there is no practicable way to achieve vertical circulation that complies fully with both this C-ROD Ordinance and with the Americans with Disabilities Act (ADA) and Massachusetts Architectural Access Board (MAAB) standards.
3. Whether the purposes of this Ordinance can be achieved wholly or in part through innovative design approaches without strictly meeting every provision of this Ordinance.
4. Whether the purposes of this Ordinance can be achieved wholly or in part through exterior site features, including, but not limited to, flood walls, earthen berms, or grading above the SRL BFE.

8.9.17 Historic Properties Waiver. If a building subject to the C-ROD lies within a Local Historic District, is individually listed in the National Register of Historic Places, or has been determined by the Salem Historical Commission at a public meeting to be historically significant, the Applicant may request a waiver from one or more provisions of this ordinance provided the petitioner demonstrates that the project meets the provisions of the ordinance to the maximum extent practicable, and that full compliance with the ordinance is not feasible without degrading the structure's historic character.

8.9.18 Waiver Request Submittal Requirements. The Planning Board will only consider the issuance of a waiver to one or more provisions of this Ordinance if the Applicant submits a written request including all of the following:

1. A complete Site Plan Review application under this Ordinance.
2. A list of the specific provision(s) from which a waiver is sought.
3. A written narrative supporting how the waiver request meets the waiver criteria described in Section 8.9.16.
4. Any additional information or materials that may support the Planning Board's consideration of the waiver request.

8.9.19 Peer Review. The Planning Board may retain third-party review services by qualified individuals to assist with the review of applications filed pursuant to this C-ROD Ordinance, as may the Zoning Board of Appeals to support consideration of an appeal of the Building Commissioner's decision regarding the boundaries of the C-ROD, pursuant to MGL Ch. 44, Section 53(G).

8.9.20 Severability. If any section, provision, or portion of this C-ROD Ordinance is deemed to be unconstitutional or invalid by a court, the remainder of the Ordinance shall be effective. In areas of conflict that would prevent compliance with the MA Building Code, the Building Code shall prevail.

8.9.21 Lapse. Site plan approval shall lapse after two years from the grant thereof if a substantial use thereof has not sooner commenced except for good cause. Such approval may, for good cause, be extended in writing by the Board upon the written request of the applicant.

8.9.22 Enforcement. No building permit or Site Plan Review approval for a Project proposed and subject to this C-ROD Ordinance shall be issued without proof of prior compliance and, as appropriate, permit issuance under this Ordinance.

8.9.23 Fee. The Board may adopt reasonable administrative fees and technical review fees for C-ROD site plan review.

8.9.24 Appeal. Any decision of the Board pursuant to this Section may be appealed in accordance with G.L. c. 40A, s. 17 to a court of competent jurisdiction.

8.9.25 Definitions. The defined terms in this Section are for terminology used in this C-ROD Ordinance. To the extent not defined herein, refer to Flood Hazard Overlay District (Section 8.1) for additional definitions of terms related to this Section and Definitions (Section 10.0), notwithstanding any contrary provision(s) elsewhere in the Ordinance.

1. Building Mechanical Uses – Refers to use of a site, structure, or portion(s) thereof to house the mechanical system of a building, including heating, ventilation, air conditioning, or other like features.

2. Building Mechanical Uses and Electrical Service Uses that Cannot Practically Be Located Above SLR BFE – Refers to those Building Mechanical Uses and Electrical Service Uses that must be located below the SLR BFE in order to serve their intended purpose. For example, wiring and piping entering a building from underground must pass through the area below the SLR BFE to serve mechanical or electrical units located above the SLR BFE.

3. Building Electrical Service Use – Refers to uses of a site, structure, or portion(s) thereof to house the main electrical service equipment of a building, including main panelboards, transformers, switchgear, or other like features.

4. Floodproofing, Dry – Is the practice of sealing a space or a building up to the level of the Sea Level Rise Base Flood Elevation (SLR BFE) or higher in order to keep water from entering and

strengthening structural members in anticipation of the hydrostatic and hydrodynamic pressure caused by floodwaters.

5. Floodproofing, Wet – Constructing for the movement of water through a space or a building, which equalizes hydrostatic pressure and helps prevent structural failure, and utilizing materials that will withstand flooding without damage.

6. Flood Protection Equipment - Equipment used to prevent or minimize water infiltration or flood damage. This type of equipment may include, but is not limited to, permanent or deployable flood walls and retention tanks for stormwater or floodwater.

7. Level 2 Alteration-- Includes the reconfiguration of space, addition or elimination of any door or window, the reconfiguration or extension of any system, or the installation of any additional equipment. (From 2021 International Building Code).

8. Proposed Project/Project – The construction or modification of a building that is subject to this ordinance.

9. Residential Multifamily Common Amenity and Support Space - A shared area within a building that is outside dwelling units and that houses amenities or services available for the shared use or support of residents of a multifamily residential complex. This may include, but is not limited to, a swimming pool, sauna, exercise room, pet washing facility, game room, lounge, mailroom, service desk, management office, or custodial closet.

10. Sea Level Rise Base Flood Elevation (SLR BFE) –The SLR BFE shall be established by the top of the water elevation predicted by the coastal flood risk scenario depicted on the SLR BFE Map on file with the Department of Planning & Community Development.

11. Structural Lot Coverage - That portion of a lot that is covered or occupied by any building or structure, but excluding unenclosed, covered, or uncovered landings or porches (unless such covered landings or porches have habitable space directly above), steps, roof overhangs, bay windows, chimneys and bulkheads as permitted in required setbacks, as well as outdoor fireplaces, decks, patios and pools.

12. Underlying Zoning - The zoning regulations that are otherwise applicable to a Proposed Project or Property within the C-ROD, including the regulations of any other overlay district(s) as set forth in this Ordinance.

13. Zoning Relief - Any Zoning Variance or Special Permit, exception, or zoning map or text change, or any other relief granted for a Proposed Project issued by the Zoning Board of Appeals or Salem Planning Board.”

Section II. This Ordinance shall take effect as provided by City Charter

City of Salem

In the year Two Thousand and Twenty-Four

An Ordinance to replace the existing flood hazard overlay district to maintain eligibility for the Federal Flood Insurance Program in the City of Salem.

Be it ordained by the City Council of the City of Salem, as follows:

Section I. Section 8.1 of the City of Salem Zoning Ordinance, Flood Hazard Overlay District (FHOD), is hereby amended by deleting this section in its entirety and replacing it with the following new Section 8.1:

“8.1 - FLOOD HAZARD OVERLAY DISTRICT (FHOD)”

8.1.1 Purpose. The FHOD Ordinance is adopted to maintain the City of Salem’s National Flood Insurance Program (NFIP) designation. The FHOD is established as an overlay to all other districts. In Massachusetts, the FHOD is part of a federal requirement for communities that choose to participate in the NFIP. All development in the FHOD, including structural and non-structural activities, whether permitted by right or by building permit, must comply with, 780 CMR (the Massachusetts Statewide Building Code, the “MA Building Code”), 310 CMR (the Department of Environmental Protection Regulations), the Salem Wetlands Protection & Conservation Ordinance (Chapter 50) and its implementing regulations.

The goal of the FHOD is furthermore to:

1. Ensure the safety of the public, the environment, and property through reducing threats to life and personal injury;
2. Eliminate new hazards to emergency response officials;
3. Prevent the occurrence of public emergencies resulting from water quality, contamination, and pollution due to flooding;
4. Avoid the loss of utility services which if damaged by flooding would disrupt or shut down the utility network and impact regions of the community beyond the site of flooding;
5. Eliminate costs associated with the response and cleanup of flooding conditions; and
6. Reduce damage to public and private property resulting from flood waters.

8.1.2 Definitions. The defined terms in this Section are for terms used in this FHOD Ordinance. To the extent not defined herein or elsewhere in the Ordinance, words used herein shall have the definitions found in Title 44 of the Code of Federal Regulations, section 59.1, or in the current edition of the MA Building Code where undefined federally.

1. *Development* means any human-made change to improved or unimproved land, including but not limited to construction of buildings or other structures, mining, dredging, filling, grading, paving, excavating, or drilling operations or storage of equipment or materials. [US Code of Federal Regulations, Title 44, Part 59]
2. *Floodway* means the channel of the river, creek, or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.
3. *Functionally dependent use* means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes but is not limited to docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.
4. *Highest adjacent grade* means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
5. *Historic structure* means any structure that is:
 - a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
 - b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
 - c. Individually listed on a state inventory of historic places with historic preservation programs which have been approved by the Secretary of the Interior; or
 - d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 1. By an approved state program as determined by the Secretary of the Interior or
 2. Directly by the Secretary of the Interior in states without approved programs.[US Code of Federal Regulations, Title 44, Part 59]
6. *New construction*. Structures for which the start of construction commenced on or after the effective date of the first floodplain management code, regulation, ordinance, or standard adopted by the authority having jurisdiction, including any subsequent improvements to such structures. New construction includes work determined to be substantial improvement. [Referenced Standard ASCE 24-14]
7. *Recreational vehicle* means a vehicle which is:
 - a. Built on a single chassis;
 - b. 400 square feet or less when measured at the largest horizontal projection;
 - c. Designed to be self-propelled or permanently towable by a light duty truck; and
 - d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.[US Code of Federal Regulations, Title 44, Part 59]
8. *Regulatory floodway* - see *Floodway*.
9. *Special flood hazard area*. The land area subject to flood hazards and shown on a Flood Insurance Rate Map (FIRM) or other flood hazard boundary map as Zone A, AE, A1-30, A99, AR, AO, AH, V, VO, VE or V1-30.
10. *Start of construction*. The date of issuance of a building permit for New Construction (which includes substantial Repair, Rehabilitation, or Improvement), provided the actual Start of Construction is within 180 days after the date of issuance of said permit. The actual start of construction means the first placement of permanent construction of a building (including a

manufactured home) on a site, such as the pouring of a slab or footings, installation of pilings, or construction of columns. For a Substantial Repair, Rehabilitation, or Improvement, the actual "Start of Construction" means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building. "Permanent construction" as referenced above does not include land preparation (such as clearing, excavation, grading or filling); the installation of streets or walkways; excavation for a basement, footings, piers (including in-water piers) or foundations; the erection of temporary forms; or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main building.

11. *Structure* means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.
12. *Substantial repair of a foundation*. When work to repair or replace a foundation results in the repair or replacement of a portion of the foundation with a perimeter along the base of the foundation that equals or exceeds 50% of the perimeter of the base of the foundation measured in linear feet, or repair or replacement of 50% of the piles, columns or piers of a pile, column or pier supported foundation, the building official shall determine it to be substantial repair of a foundation. Applications determined by the building official to constitute substantial repair of a foundation shall require all existing portions of the entire building or structure to meet the requirements of 780 CMR.
13. *Variance* means a grant of relief by the Salem Zoning Board of Appeals from the terms of the FHOD.
14. *Violation* means the failure of a structure or other development to be fully compliant with this FHOD Ordinance. A structure or other development without an elevation certificate, other certifications, or other evidence of compliance required in §60.3 is presumed to be in violation until such time as that documentation is provided. [US Code of Federal Regulations, Title 44, Part 59]

8.1.3 Applicability. The City of Salem requires a permit for all proposed construction or other development in the floodplain overlay district, including new construction or changes to existing buildings, placement of manufactured homes, placement of agricultural facilities, fences, sheds, storage facilities or drilling, mining, paving and any other development that might increase flooding or adversely impact flood risks to other properties.

8.1.4 Determination of Non-Applicability. Upon applicant's submittal of a written description of the project scope, the Building Commissioner may issue a Determination of this Ordinance's

Non-Applicability in the event that activities within the FHOD boundaries will have no impact or de minimis impact on flooding.

8.1.5 FHOD Boundaries. The FHOD is herein established as an overlay district. The district includes all special flood hazard areas within Essex County designated as Zone A, AE, AH, AO, A99, V, or VE on the most recent Essex County Flood Insurance Rate Map (FIRM) issued by the Federal Emergency Management Agency (FEMA) for the administration of the National Flood Insurance Program.

The exact boundaries of the FHOD shall be defined by the 1%-chance base flood elevations shown on the FIRM dated July 19, 2018 and further defined by the Essex County Flood Insurance Study (FIS) report dated July 19, 2018. The FIRM and FIS report are incorporated herein by reference and are on file with the City Clerk and Floodplain Administrator.

8.1.6 Designation of Community Floodplain Administrator. The City of Salem hereby designates the position of Building Commissioner to be the official Floodplain Administrator for the City.

8.1.7 Permit Application Procedure. An Applicant for a Permit shall file the application to the Office of Inspectional Services which shall comply with the following submittal requirements:

1. A site plan at an appropriate scale, typically one (1) inch equals forty (40) feet shall be prepared by the appropriate registered professional and shall show at least the following:
 - a. Lot lines within which the development is proposed in relation to the nearest road intersection;
 - b. The location, boundaries and dimensions of each lot in question;
 - c. One-foot contours of the existing and proposed land surface; and
 - d. Location of existing and proposed applicable FEMA zones, structures, watercourses, applicable Base Flood Elevation mapping, drainage, and drainage easements, means of access, utilities, and sewer disposal facilities including leaching fields, if any.
2. A written description of the proposed development or use relative to all applicable provisions of this FHOD Ordinance.
3. Signed attestation that all applicable federal, state, and other local permits required for the project have been obtained.

A permit shall be issued only if a project conforms to this article and all other applicable laws.

8.1.8 Permit Fees. Fees for FHOD permits shall be paid in accordance with the schedule of fees set forth in the Building Code.

8.1.9 Lapse. Rights authorized by a FHOD permit that are not exercised within one (1) year of the date of the grant of such permit shall lapse.

8.1.10 All Other Permits. The Proponent must acquire all other necessary permits prior to the issuance to an FHOD permit and must demonstrate that all necessary permits have been acquired to the extent lawfully feasible.

8.1.11 FHOD Permit Criteria.

1. In Zones A and AE, the proposed use, including filling or excavating, shall not increase the water surface elevation of the one-hundred-year flood more than a net zero or de minimis amount, with consideration of any compensatory flood storage or other mitigation provided.
2. Unnumbered A Zones. In A Zones, in the absence of FEMA Base Flood Elevation (BFE) data and floodway data, the Applicant shall obtain, review, and reasonably utilize base flood elevation and floodway data available from a Federal, State, or other sources (including engineering studies). This shall apply to New Construction, Substantial Repair, Rehabilitation or Improvement, or other Development so defined herein within a Zone A. The Applicant shall elevate residential structures to or above the BFE, provide floodproofing or elevate nonresidential structures to or above the BFE, and prohibit encroachments into floodways.
3. Subdivision Proposals/Development Proposals. All Subdivision proposals and Development proposals in the FHOD district shall:
 - a. be reviewed to assure that:
 - Such proposals minimize flood damage.
 - All public utilities and facilities are located and constructed so as to minimize flood damage.
 - b. Base flood Elevation data. When proposing subdivisions or other developments greater than 50 lots or 5 acres (whichever is less), the proponent must provide technical data to determine BFE on a Project Site, where the BFE is not established by FEMA.
4. Recreational vehicles. In A1-30, AH, AE Zones, V1-30, VE, and V Zones, all recreational vehicles to be placed on a site must be elevated and anchored in accordance with the applicable Zone's regulations for foundation and elevation requirements or be on the site for less than 180 consecutive days or be fully licensed and highway ready.
5. Protection of Dunes. Alteration of sand dunes is prohibited when the alteration would increase potential flood damage.
6. Watercourse alterations or relocations in riverine areas. In a riverine area, the Floodplain Administrator or their designee shall notify the following of any alteration or relocation of a watercourse:
 - a. Adjacent Communities, especially upstream and downstream
 - b. Bordering States, if affected
 - c. NFIP State Coordinator Massachusetts Department of Conservation and Recreation
251 Causeway Street, 8th floor, Boston, MA 02114
 - d. NFIP Program Specialist Federal Emergency Management Agency, Region I 99 High Street, 6th Floor, Boston, MA 02110

7. Requirement to Submit New Technical Data. If the City acquires data that changes the base flood elevation in the FEMA mapped Special Flood Hazard Areas, the City will, within 6 months, notify FEMA of these changes by submitting the technical or scientific data that supports the change(s.) Notification shall be submitted to:
 - a. NFIP State Coordinator Massachusetts Department of Conservation and Recreation 251 Causeway Street, 8th floor, Boston, MA 02114
 - b. NFIP Program Specialist Federal Emergency Management Agency, Region I 99 High Street, 6th Floor, Boston, MA 02110
8. Violation and Floodway Encroachment. In Zones A, A1-30, and AE, along watercourses that have not had a regulatory floodway designated, the best available Federal, State, Local, or other floodway data shall be used to prohibit encroachments in floodways which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.

In Zones A1-30 and AE, along watercourses that have a regulatory floodway designated on the Essex County FIRM, encroachments are prohibited, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

8.1.12 Variance and Hardships. Variances to Building Code floodplain standards.

For variances to the state Building Code, the City will request from the MA Building Code Appeals Board a written and/or audible copy of the portion of the hearing related to the variance and will maintain this record in the community's files.

The City shall also issue a letter to the property owner regarding potential impacts to the annual premiums for the flood insurance policy covering that property, in writing over the signature of a community official that (i) the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction below the base flood level increases risks to life and property.

Such notification shall be maintained with the record of all variance actions for the referenced development in the FHOD.

8.1.13 Variances to FHOD Ordinance. The Salem Zoning Board of Appeals may grant a variance after due notice and a public hearing in accordance with Section 9.3.2 of the Ordinance so long as the Board finds the relief requested meets the requirements outlined below. A variance from this Ordinance must meet the requirements set out by State law (M.G.L. Chapter 40A, Section 10) and may only be granted if:

1. Good and sufficient cause and exceptional non-financial hardship exist;
2. the variance will not result in additional threats to public safety, extraordinary public expense, or fraud or victimization of the public; and
3. the variance is the minimum action necessary to afford relief.

8.1.14 Abrogation and Greater Restriction Section. The floodplain management regulations found in this FHOD Ordinance shall take precedence over any less restrictive conflicting local laws, ordinances, or codes.

8.1.15 Disclaimer of Liability. The degree of flood protection required by this FHOD Ordinance is considered reasonable but does not imply total flood protection.

8.1.16 Severability. If any section, provision or portion of this FHOD Ordinance is deemed to be unconstitutional or invalid by a court, the remainder of the Ordinance shall be effective.

8.1.17 Local Enforcement. The Building Commissioner is authorized and directed to enforce all of the provisions of this Section.

8.1.18 Amendments to this Ordinance. The adoption of the FHOD Ordinance is a requirement for Salem's continued participation in the flood insurance program of the federal government. Future amendments to this FHOD Ordinance shall comply with applicable federal requirements.

8.1.19 Relation to Other Laws. The provisions of this FHOD Ordinance are not intended to repeal, amend, abrogate, annul or interfere with any lawfully adopted state or federal laws or regulations or any local ordinances, covenants, regulations or rules. However, where this FHOD Ordinance imposes greater restrictions, the provisions of this Ordinance shall govern. (Note: The jurisdiction of the Building Commissioner under the Salem FHOD ordinance includes areas not shown on the FEMA FIRM Maps)."

Section II. This Ordinance shall take effect as provided by City Charter.

City of Salem

In the year Two Thousand and Twenty-Four

An Ordinance to amend the Salem Zoning Ordinance to establish the Coastal Resiliency Overlay District (C-ROD).

Be it ordained by the City Council of the City of Salem, as follows:

Section I. Section 2.2 of the Salem Zoning Ordinance, Overlay Districts, is hereby amended by adding the following new district to the bottom of the table:

Coastal Resiliency Overlay District	(C-ROD)
-------------------------------------	---------

Section II. This Ordinance shall take effect as provided by City Charter.



Mayor Dominick Fungallo

PROPOSED COASTAL RESILIENCY OVERLAY DISTRICT MAP

Salem, Massachusetts

Map Date: March 2024

Legend

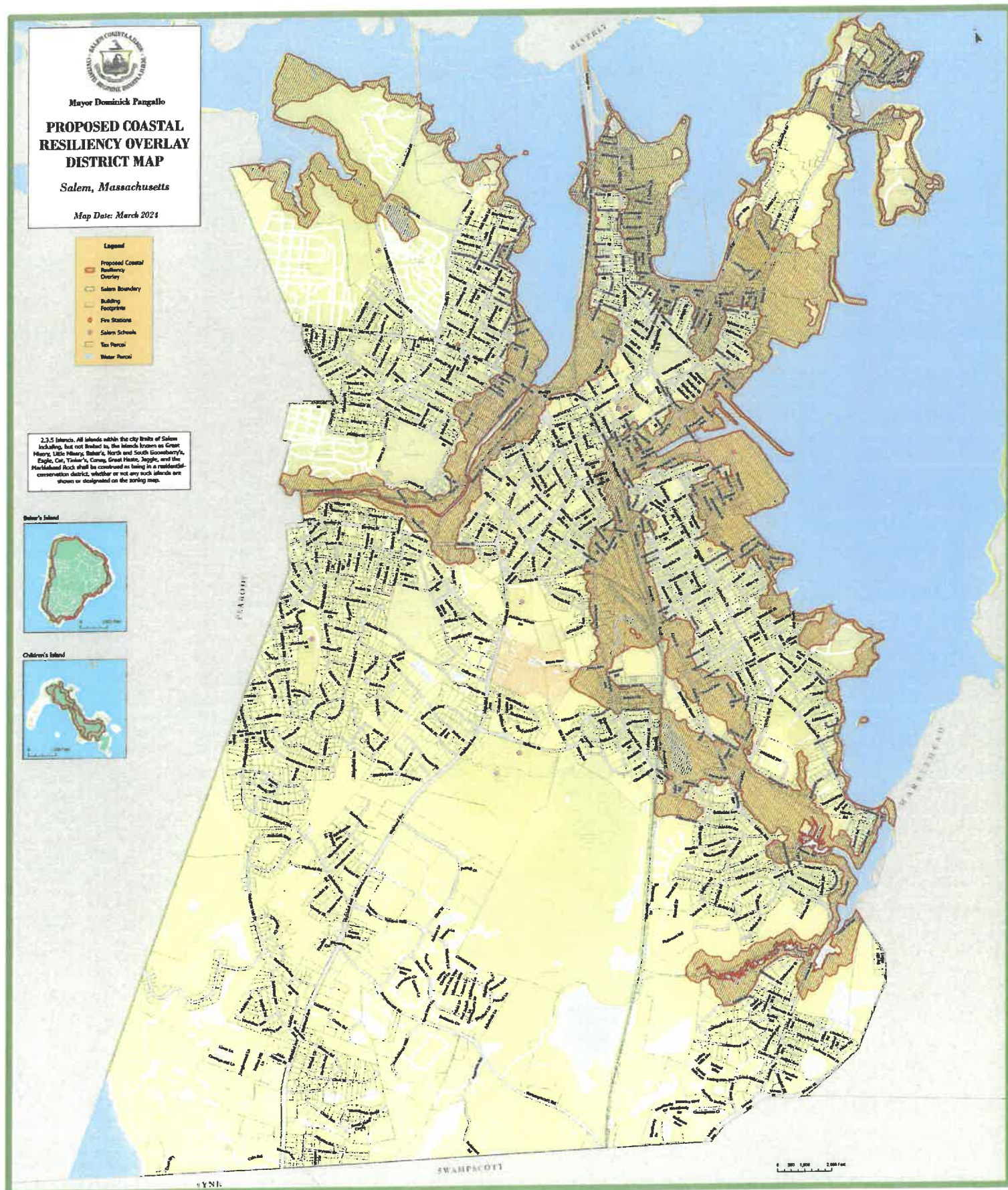
- Proposed Coastal Resiliency Overlay
- Salem Boundary
- Building Footprints
- Fire Stations
- Salem Schools
- Tax Parcel
- Water Parcel

2.3.5 Islands. All islands within the city limits of Salem including, but not limited to, the islands known as Great Mearry, Little Mearry, Baker's, North and South Gooseberry's, Eagle, Cat, Tinker's, Covey, Great Point, Jaggie, and the Hurdland Rock shall be considered as being in a residential conservation district, whether or not any such islands are shown or designated on the zoning map.

Baker's Island



Children's Island





CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Mayor

Office of the Mayor

March 14, 2024

Salem City Council
93 Washington Street
Salem, MA 01970

Dear Councillors,

Enclosed please find proposed Climate Resilience Overlay District (C-ROD) and Flood Hazard Overlay District (FHOD) zoning amendments. The C-ROD is a new ordinance that will increase resiliency to projected future flood risk and the FHOD ordinance is a zoning amendment to the existing FHOD, which will maintain Salem's eligibility to participate in the National Flood Insurance Program.

These proposed zoning amendments are the result of work over the past nearly two years, led jointly by the Planning & Community Development and Sustainability & Resiliency Departments. City staff led a public outreach process and convened a working group of advocates and interested parties to develop these thoughtful and innovative flood resiliency policies tailored to the needs of our community. I am grateful to the members of the working group, including current and former board members and City Councillors, and the City staff who devoted so much time and energy into the creation of these two forward-looking ordinances. You can find presentations and materials from the working group's meetings and public presentations, including the June 21, 2023, presentation to the City Council, at <https://publicinput.com/A7642>.

These zoning amendments are just two of many tools that Salem has developed to respond to the impacts of the climate crisis. The implementation of the criteria in these ordinances is critical to ensuring that new construction in our community will be resilient to projected climate impacts over the coming decades. In conjunction with our energy efficiency initiatives, resilience infrastructure projects, and transportation programs and policies intended to make Salem more navigable without needing a motor vehicle, the C-ROD and FHOD ordinances advance Salem's sustainability and resiliency goals to ensure a more vibrant, safe, and equitable city into the future.

The proposed C-ROD, Section 8.9, establishes a Planning Board site plan review process for new development and major renovations of large buildings within the projected 2070 100-year flood zone. It requires residential dwelling units and most building mechanicals to be placed above the 2070 flood line and mandates flood protection for building elements below the 2070 flood line. To ensure flexibility to local conditions and constraints, the amendment includes a limited waiver option for rare cases when extenuating circumstances warrant relief, as well as a specific consideration for historic properties to ensure we are also meeting our preservation goals.

The proposed amended FHOD, Section 8.1, is necessary to ensure that Salem continues to meet FEMA and State Floodplain Office standards. It additionally includes a streamlined administrative review process.

The enclosed proposed amendments are accompanied by an updated zoning map and proposed revision of Section 2.2 of the Zoning Ordinance to reference the new Coastal Resiliency Overlay District. In all, the Council is receiving, therefore, three ordinances for your consideration: the new C-ROD, the FHOD amendment, and the revision to Section 2.2 necessary for the C-ROD.

I recommend adoption of these ordinances and welcome the opportunity to hear additional feedback from Councillors, Planning Board members, and the public through the required joint public hearing process. Should you have any questions about these measures prior to or during that process, please feel free to contact Tom Daniel, Director of Planning & Community Development.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dominick Pangallo', is positioned above the printed name.

Dominick Pangallo
Mayor
City of Salem



DOMINICK PANGALLO
MAYOR

TOM DANIEL, AICP
DIRECTOR

CITY OF SALEM, MASSACHUSETTS DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

98 WASHINGTON STREET, 2ND FLOOR ♦ SALEM, MASSACHUSETTS 01970
978-619-5685

March 5, 2024

Mayor Dominick Pangallo
City of Salem
93 Washington Street
Salem, MA 01970

Re: Proposed Zoning Amendments for Flood Protection and Climate Resiliency

Mayor Pangallo:

On behalf of both the Department of Planning & Community Development and Department of Sustainability & Resiliency, we are pleased to provide the enclosed amended Flood Hazard Overlay District (FHOD) and new Coastal Resiliency Overlay District (C-ROD) Zoning Ordinances, as well as associated changes to Section 2.2 Overlay Districts and the draft amended Zoning Map. The Flood Hazard Overlay District changes will meet updated minimum state and federal requirements for Salem property owners to remain eligible for federal flood insurance. The Coastal Resiliency Overlay District Ordinance will establish new standards for resiliency to projected worsening coastal flooding. The proposals are the result of over a year's work by City staff, community members, and an environmental consultant. It was created out of public engagement and lengthy working group deliberation.

We wish to take this opportunity to provide a summary of the process to develop these changes to the zoning ordinance. The amended Wetlands Protection & Conservation Ordinance, adopted by City Council in 2022, gave the Conservation Commission new authority to consider climate change projections in its permit review. Through the development of that amendment, staff, elected officials, and members of the public expressed a wish to see expanded protection of human health, safety, and welfare beyond the ecological scope of the wetlands ordinance. Therefore, former Mayor Driscoll directed the Planning and Sustainability & Resiliency Departments to draft new zoning language for this purpose and the City Council appropriated funding to support this work. Staff then convened a new working group and contracted with Beals & Thomas, Inc. to provide technical support.

Along with project lead Tom Devine and ourselves, the following individuals were invited to participate in the working group, which met eight times between July 2022 and January 2024:

- Patti Morsillo, Ward 3 Councilor
- Bob McCarthy, former Ward 1 Councilor and Acting Mayor
- Greg St. Louis, former Conservation Commission Chair

- Kirt Rieder, Planning Board member
- Sarah Tarbet, Planning Board member
- Bill Ross, Planning Board Peer Reviewer, New England Civil Engineering
- Margaret Van Deusen, Salem resident
- Chris Koeplin, Beverly Crossing
- Barbara Warren, Salem Sound Coastwatch
- Gail Kubik, former Sustainability, Energy and Resiliency Committee and Conservation Commission member
- Voula Orfanos, Building Commissioner

The City structured the project's public engagement to build upon the robust outreach of other climate-related work of the last decade, including the more recent Beverly-Salem Resilient Together Climate Action Plan and wetlands ordinance amendment. DPCD held an online public forum on June 10, 2023 and maintains a webpage (PublicInput.com/SalemFHOD) with project information and documents. In addition, the project team presented in 2023 at public meetings of the Sustainability, Energy and Resiliency Committee (April 26) and City Council Committee of the Whole (June 21).

The new proposed zoning language comes in two parts: First, the amended Flood Hazard Overlay District (FHOD) ordinance that must meet FEMA and State Floodplain Office requirements to maintain the city's eligibility to participate in the National Flood Insurance Program. This FHOD must reference FEMA's Flood Insurance Rate Maps, which do not account for worsening flooding projected to occur in the coming decades as the result of climate change. In contrast, the new Coastal Resiliency Overlay District (C-ROD) will be a new section of the zoning ordinance requiring development to be resilient to projected 2070 flood risk.

Flood Hazard Overlay District Summary

The majority of the amended FHOD text is required by FEMA and the State Floodplain Office. One element of the ordinance that the community may customize to suit its own needs is the choice of a permitting mechanism. The revised FHOD ordinance replaces a Planning Board special permit review with an administrative permit through the Building Department. This streamlines review for compliance with the FHOD's provisions, which are all measurable and non-discretionary, in contrast with the Planning Board's new C-ROD site plan review. The Building Commissioner, designated as the City's Floodplain Administrator, may issue a Determination of Non-Applicability for minor work in a flood zone, such as interior upgrades or window or roof replacement, that will have zero or de minimus impact on flooding.

Coastal Resiliency Overlay District Summary

The proposed Coastal Resiliency Overlay District (C-ROD) creates a new Planning Board site plan review for projects within the projected 100-year flood zone in 2070, based on the Massachusetts Coastal Flood Risk Model. The site plan review process is established in Section 8.9.10 of the ordinance to foster land use that is resilient to projected increased coastal flood risk. A specific set of criteria was developed for the Planning Board to consider when evaluating projects subject to the C-ROD.

Applicability

The C-ROD will apply to most new development as well as major renovations of larger buildings, as detailed in Table 1 of the enclosed ordinance. The C-ROD will require residential dwelling units and most building mechanicals to be located above the projected 2070 Sea Level Rise Base Flood Elevation (SLR BFE). Other uses will be allowed below the SLR BFE with adequate flood protection. There are also exempt uses from the C-ROD outlined in Section 8.9.5 of the ordinance,

including but not limited to new construction or modification of existing structures that do not meet the definition of a building.

Relief & Waivers

The C-ROD ordinance provides select relief from dimensional requirements in the underlying zoning to accommodate elevating vulnerable portions of the building above the SLR BFE and placement of flood protection equipment. For example, the maximum building height is measured from the projected 2070 100-year flood elevation instead of adjacent existing grade.

Although the C-ROD is crafted to be practical and implementable, a general waiver provision is included with the intention of being used in the rare event that the unique characteristics of a project justify relief from one or more of the provision of the ordinance.

In addition, a specific waiver provision is incorporated to ensure that the impact on a building's historic character will not be jeopardized by full compliance with the ordinance. This would apply to properties within Local Historic Districts, individually listed on the National Register of Historic Places, or otherwise determined by the Salem Historical Commission as historically significant. Whether seeking a waiver or not, the Historical Commission will be requested to comment on C-ROD site plan review applications for such properties.

The ordinance also includes specific provisions to apply to larger projects being reconstructed after a total loss. While the zoning ordinance otherwise allows reconstruction of nonconforming structures to be rebuilt in-kind after a total loss, the reconstruction of projects greater than 5 residential units or 7,500 square feet of non-residential space will still be subject to this ordinance.

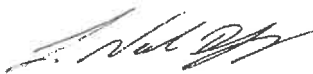
Thank you for the opportunity to work on this important initiative. If you have any questions, please contact Tom Devine at tdevine@salem.com or 978-619-5685.

Sincerely,



Tom Daniel, AICP
Director of Planning & Community Development

Co-signed by:



Neal Duffy
Director of Sustainability & Resiliency



CITY OF SALEM

In City Council March 14, 2024

RESOLUTION

WHEREAS, a Tax Increment Financing Agreement (hereinafter referred to as the “Agreement”) was entered by and between Salem Wind Terminal, LLC, a Delaware limited liability corporation having its principal office at 9487 Regency Square Boulevard, Jacksonville, Florida (hereinafter referred to as the “Company”), and the City of Salem, a municipality having its principal offices at 93 Washington Street, Salem, Massachusetts 01970 (hereinafter referred to as the “City”), acting through its Mayor, Dominick Pangallo. The Company and the City are each a “party” and, collectively, the “Parties”.

WHEREAS, the Parties entered into the Agreement on the 21st day of September, 2023; and

WHEREAS, the Parties have been engaged with one another in the negotiation of a Community Benefits Agreement (hereinafter referred to as the “CBA”); and

WHEREAS, the City would like to protect the tenets of the CBA and ensure that its terms and conditions are fulfilled.

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Company hereby agree as follows:

1. Paragraph C.1. of the Tax Increment Financing Agreement is hereby amended by inserting the following at the end of paragraph C.1.:

Any successor, assignee and subsequent owner of the Project that becomes party to this Agreement or derives a tax exemption as a result of this Agreement shall be required to fulfill the obligations of Salem Wind Terminal LLC in the Community Benefits Agreement, executed on the 21st day of February 2024, between the City of Salem and Salem Wind Terminal LLC.

2. Except as provided herein, the terms and obligations of the Agreement are hereby confirmed.

NOW, THEREFORE, BE IT RESOLVED that the Salem City Council hereby endorses the amendment of the Tax Increment Financing Agreement between the Parties, and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized, on behalf of the City, to execute the amendment to the Tax Increment Financing Agreement.



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo
Mayor

Office of the Mayor

March 14, 2024

Salem City Council
93 Washington Street
Salem, MA 01970

Dear Councillors,

In the course of negotiating the Community Benefits Agreement (CBA) with Crowley, the City successfully negotiated for an amendment to the Tax Increment Financing (TIF) Agreement that require any future owner, assignee, or successor to the TIF Agreement to similarly take responsibility for the CBA.

We believe this is a significant and positive change to the TIF Agreement and will ensure that, should Crowley ever depart from the project and a new port operator inherits the benefits of the tax agreement, the new operator will similarly inherit the obligations of the CBA.

The state's Economic Assistance Coordinating Council is prepared to vote on this amendment at their meeting of March 28, 2024, therefore we are asking for the Council to approve it at your meeting of March 14, 2024. I recommend adoption of the enclosed Order and invite you to contact our Director of Planning and Community Development, Tom Daniel, or City Solicitor Beth Rennard should you have any questions.

Sincerely,

Dominick Pangallo
Mayor
City of Salem



DOMINICK PANGALLO
MAYOR

TOM DANIEL, AICP
DIRECTOR

CITY OF SALEM, MASSACHUSETTS

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

98 WASHINGTON STREET ♦ SALEM, MASSACHUSETTS 01970
TELE: 978-619-5685

MEMORANDUM

TO: Mayor Dominick Pangallo

FROM: Tom Daniel 

DATE: March 7, 2024

RE: Salem's Offshore Wind Marshalling Port: Proposed Amendment to TIF Agreement

As you know, the City Council approved a Tax Increment Financing (TIF) Agreement with Crowley Wind Terminal, LLC (Crowley) for the offshore wind marshalling facility. The TIF was subsequently approved by the State's Economic Assistance Coordinating Council (EACC) in September 2023. The TIF was a result of months of discussions and negotiations between the City and Crowley.

After approval of the TIF, the City negotiated a Community Benefits Agreement (CBA) with Crowley which was executed in February 2024. The City, with community participation, dedicated significant time in coming to a consensus with Crowley on the requirements and provisions in this document.

The City would like to protect the tenets of the CBA and ensure that its terms and conditions are fulfilled, whether by Crowley, or by a different operator of the port that receives the benefits of the TIF Agreement.

In order to accomplish this, we have proposed an amendment to the TIF Agreement that will require any successor, assignee, and subsequent owner of the port project that becomes a party to the TIF Agreement be required to also fulfill the obligations of the CBA – see attached 'First Amendment to Tax Increment Financing Agreement' document.

This amendment does not change any of the terms or conditions of the original Agreement. However, since TIFs require City Council approval, please consider submitting this request for the TIF amendment for consideration at the Council's March 14, 2024, meeting. The state, through its EACC, will consider the amendment at its March 28th meeting. As such, I would like to request the Council approve the amendment at its meeting on March 14 and to contact Kate Newhall-Smith or me with any questions in advance of the meeting.

FIRST AMENDMENT TO TAX INCREMENT FINANCING AGREEMENT

This First Amendment to the Tax Increment Financing Agreement (hereinafter referred to as the “Agreement”) is entered by and between Salem Wind Terminal, LLC, a Delaware limited liability corporation having its principal office at 9487 Regency Square Boulevard, Jacksonville, Florida (hereinafter referred to as the “Company”), and the City of Salem, a municipality having its principal offices at 93 Washington Street, Salem, Massachusetts 01970 (hereinafter referred to as the “City”), acting through its Mayor, Dominick Pangallo. The Company and the City are each a “party” and, collectively, the “Parties”.

RECITALS

WHEREAS, the Parties entered into the Agreement on the 21st day of September, 2023; and

WHEREAS, the Parties have been engaged with one another in the negotiation of a Community Benefits Agreement (hereinafter referred to as the “CBA”); and

WHEREAS, the City would like to protect the tenets of the CBA and ensure that its terms and conditions are fulfilled.

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Company hereby agree as follows:

1. Paragraph C.1. of the Tax Increment Financing Agreement is hereby amended by inserting the following at the end of paragraph C.1.:

Any successor, assignee and subsequent owner of the Project that becomes party to this Agreement or derives a tax exemption as a result of this Agreement shall be required to fulfill the obligations of Salem Wind Terminal LLC in the Community Benefits Agreement, executed on the ____ day of February 2024, between the City of Salem and Salem Wind Terminal LLC.

2. Except as provided herein, the terms and obligations of the Agreement are hereby confirmed.

[Signature page to follow]

Signed under seal this ____ day of _____, 2024 by the Parties' authorized representatives.

AGREED TO:

City of Salem

Salem Wind Terminal, LLC

Dominick Pangallo
Mayor

Name:
Title:

Date of Signature

Date of Signature



CITY OF SALEM

In City Council, March 14, 2024

Ordered:

The Mayor is hereby authorized to enter into an Intergovernmental Agreement with the City of Beverly and the Town of Danvers for the purpose of utilizing a \$2.3 million grant from the Federal Transit Authority to establish a two-year pilot program to implement and operate new regional node-based and flexible stop route transit services for residents of Salem, Beverly and Danvers.



CITY OF SALEM, MASSACHUSETTS

Dominick Pangallo

Mayor

Office of the Mayor

March 14, 2024

Salem City Council
93 Washington Street
Salem, MA 01970

Dear Councillors,

As you may recall, in 2023 the City was awarded a \$2.3 million federal grant to pilot the expansion of our on-demand ride share service, the Salem Skipper, into neighboring communities. For the last several months our Traffic and Parking staff have been working with colleagues in Beverly and Danvers to plan for this expanded service pilot. The enclosed Intermunicipal Agreement is a required step in the process of launching this trial program.

Once underway, the pilot will operate for one year, with an option for a one-year renewal. A map of the expanded service area is included in the back-up materials. The service for Beverly and Danvers will include specifically targeted areas of high employment or commercial/institutional activity, with the goal of lessening single-passenger vehicle trips to and from these busy locations. Service in Beverly and Danvers will operate from 7:00 a.m. to 7:00 p.m. during the week and from 10:00 a.m. to 7:00 p.m. during the weekend. Salem will continue to have its full core service locally, at our regular service hours. An additional five vehicles will be added to the overall system to accommodate the additional service to Beverly and Danvers.

The Salem Skipper has been heavily utilized since its launch in December 2020. Since that date it has furnished over 230,000 rides, serving as a critical and innovative piece of our local transportation offerings. I recommend adoption of the enclosed Order and invite you to contact Traffic and Parking Director David Kucharsky should you have any questions regarding it.

Sincerely,

Dominick Pangallo
Mayor
City of Salem



City of Salem, Massachusetts

Traffic & Parking Department
98 Washington Street, 2nd Floor
Salem, MA 01970
www.salem.com

Dominick Pangallo, Mayor

David Kucharsky, Traffic & Parking Director

February 21, 2024

The Honorable Dominick Pangallo
Mayor of Salem
93 Washington Street
Salem, Massachusetts 01970

RE: Salem Skipper Interlocal Agreement

Dear Honorable Mayor Pangallo:

Last year the city was awarded a \$2.3M grant as part of the Consolidated Appropriations Act of 2023. The awarded funds will permit an expansion of the city's on-demand rideshare service (Salem Skipper) to Beverly and Danvers. An interlocal agreement with the City of Beverly and the Town of Danvers is required for a joint performance of services. Included is a draft of that agreement. Please let me know if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "David Kucharsky", is written over a light blue circular stamp.

David Kucharsky
Traffic and Parking Director

**INTERLOCAL AGREEMENT
FOR
ON-DEMAND RIDESHARE SERVICE
BETWEEN
THE CITY OF SALEM, THE TOWN OF DANVERS, AND
THE CITY OF BEVERLY**

This Interlocal Agreement ("**Agreement**") is made between the City of Salem ("Salem"), acting through its Mayor, Dominick Pangallo, the City of Beverly ("Beverly"), acting through its Mayor, Michael Cahill, and the Town of Danvers, acting through its Town Manager, Steve Bartha, collectively referred to as the "**Parties**" and individually as a "**Party**"; and

Recitals

WHEREAS, this Agreement is to provide a government function or service that each Party is authorized to perform individually, and it serves the common interest of the Parties; and

WHEREAS, the City of Salem has operated an on-demand rideshare service ("Salem Skipper") through a third-party vendor, River North Transit LLC ("Via"), since December 2020.

WHEREAS, access to employment centers and workforce educational facilities in Beverly and Danvers has been identified as a gap in transit services, and such a service shall meet the needs of employers and the workforce, and increase ridership by introducing access to a convenient service, and a shared on-demand rideshare pilot program can test the viability of filling transit gaps in services; and

WHEREAS, the City of Salem applied for and received a grant from the Federal Transit Administration ("FTA") to expand its on-demand transit service to a regional service; and

WHEREAS, Salem solicited proposals pursuant to MGL c. 30B for a regional on-demand service and entered into an agreement with Via entitled **City of Salem Parking & Transportation Department Contract No. 24-03-Plan** and dated 9/28/2023 which includes options to add services within Beverly and Danvers (the "Via Contract"); and

WHEREAS, The FTA has awarded Salem and its regional partners, Danvers, and Beverly, \$2.3 Million in funding for a two-year pilot program to implement and operate new node-based and flexible stop route transit services for citizens of Salem, Beverly, and Danvers.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants made by the Parties in this Agreement, the receipt and sufficiency of which each Party hereby acknowledges, the Parties hereby agree as follows:

1. Term of Agreement. This Agreement shall begin on April 1, 2024, and shall continue for one year with a one-year option to renew. Beverly and Danvers shall notify Salem of its intent to renew by January 1, 2025.

2. **Funding and Payment Requirements.** The FTA has awarded the parties \$2.3 Million allocated over a 2-year period (\$1.15M per year). The City of Salem will be responsible for entering a purchase order for the full cost of the service proposal. Salem will pay the monthly Via invoices and is the party responsible for submitting the documentation for reimbursement to the FTA. The following tables detail each party's financial contributions unless terminated sooner under the terms of the Agreement or grant funds have been exhausted. The contribution amounts will not fluctuate and will afford each community access to the service per this agreement. Salem will invoice Beverly and Danvers monthly for their respective contributions. Payments should be sent to Salem within 30 days of receipt of an invoice.

Table 1 – Via Price Proposal

	Salem	Beverly	Danvers	TOTAL
Year 1	\$1,423,843.50	\$577,616.50	\$390,494.50	\$2,391,954.50
Year 2	\$1,423,843.50	\$577,616.50	\$390,494.50	\$2,391,954.50
TOTAL	\$2,847,687.00	\$1,155,233.00	\$780,989.00	\$4,783,909.00

Table 2 – FTA & Local Contributions 2-Year Breakdown

FTA Funds (48%)	Local Funds (52%)	TOTAL
\$1,150,000.00	\$1,241,954.50	\$2,391,954.50
\$1,150,000.00	\$1,241,954.50	\$2,391,954.50
\$2,300,000.00	\$2,483,909.00	\$4,783,909.00

Table 3 – Municipal Breakdown

Year 1 Breakdown			
Municipality	Local Contributions	FTA Funds	TOTAL
Salem	\$1,000,000.00	\$1,150,000.00	\$2,150,000.00
Beverly	\$131,465.88		\$131,465.88
Danvers	\$110,488.62		\$110,488.62
	\$1,241,954.50	\$1,150,000.00	\$ 2,391,954.50
Year 2 Breakdown			
Municipality	Local Contributions	FTA Funds	TOTAL
Salem	\$1,000,000.00	\$1,150,000.00	\$2,150,000.00
Beverly	\$131,465.88		\$131,465.88
Danvers	\$110,488.62		\$110,488.62
	\$1,241,954.50	\$1,150,000.00	\$2,391,954.50

3. **Ride Share Services (Mobility On-Demand).** Pursuant to the contract with Via, **City of Salem Parking & Transportation Department Contract No. 24-03-Plan**, each Party shall be provided Ride Share Services as shown in Exhibit A to serve the Mobility On-Demand Service Area in accordance with the schedule and the number of vehicles set forth in Exhibit B attached to and hereby made a part of the Agreement. Service terms, including but not limited to service area, number of vehicles, service times, and fare structure, may be amended during the term of the Agreement upon approval of the parties. Representatives from each Party shall meet monthly with Via to review ridership data and provide input on overall service performance.

The Ride Share Service will use a smartphone application and a fleet of rideshare vehicles to provide service that has no fixed route or schedule but will have several predefined stop locations. Passengers book trips using an app or for customers who do not have a smartphone, by calling a

provided phone number. Passengers may travel anywhere within the designated geo-fence areas. Each trip's route will change or "flex" depending on the passenger load and desired origin and destination points.

The service provides an infinite number of on-demand stops that may be established near shopping, community centers, medical facilities, etc., and where collector streets from the residential neighborhoods join the arterials. Modern technology allows real-time vehicle tracking and fairly accurate arrival time prediction so that wait times are minimized. Most passengers will walk less than a block or two to meet their ride. Those with accessibility needs will be provided with door-to-door service.

4. Cost of Ride Share Services. Per the FTA Grant, all funds must be expended prior to any other payment methods. Any funds over the allocated grant amount will be paid by the agreed Parties.

Payment responsibility for Ride Share Services is outlined in Exhibit B. Any change in service terms as outlined in section two (2) of the Agreement may result in a change in the total cost of Ride Share Services.

5. Marketing of Ride Share Services. Pursuant to the contract, Via will be responsible for marketing the Salem Skipper service, including the deployment of all forms of bespoke marketing materials and methods. The Parties agree to work with Via on marketing efforts and community engagement to raise awareness of the expanded on-demand rideshare service.

6. Early Termination. The Agreement may be terminated by (a) written agreement of all Parties; or (b) by either Party giving ninety (90) days' prior written notice to the other parties. If this Agreement is terminated before a party has been invoiced for services it incurred under this Agreement prior to receipt of the notice to terminate, the terminating party's obligation to pay any such invoice(s), shall survive the expiration or termination of this Agreement.

7. Notices.

a. Each Party's address for Notices (hereinafter defined) is as follows:

If to Salem:

Director of Traffic & Parking Department
98 Washington Street, 2nd Floor
Salem, MA 01970
978-619-5697
Attn: David Kucharsky
dkucharsky@salem.com

If to Beverly:

Director of Planning & Community Development
Beverly City Hall
191 Cabot Street, 3rd Floor
Beverly, MA 01915
978-605-2341
Attn: Darlene Wynne
dwynne@beverlyma.gov

If to Danvers:

Director of Land Use & Community Services Department
1 Sylvan Street
Danvers, MA 01923
978-777-0001
Attn: Aaron Henry
ahenry@danversma.gov

- b. A Notice, other than an emailed notice, is deemed received as follows:
 - i. If delivered in person, or sent by registered or certified mail, or nationally recognized overnight courier, upon delivery at the applicable address, as indicated on a signed receipt. If the recipient refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver, as indicated in the records of the mail, messenger, or courier service that attempted to deliver the Notice.
 - ii. An emailed notice is deemed received when the recipient, by an email sent to the email address of the sender stated in this section or by a notice delivered by another method in accordance with this section, acknowledges having received that email; a “read receipt” does not constitute acknowledgment under this subsection.
- 8. Miscellaneous.
 - a. Recitals. The recitals set out near the beginning of the Agreement are true and correct and are a part of the Agreement.
 - b. No Joint Enterprise. Under no circumstances will the Agreement be construed as one of agency, partnership, joint venture, or employment between the Parties. Without limiting the foregoing, the purposes for which the Parties have entered into the Agreement are separate and distinct, and there are no pecuniary interests, common purposes, and/or equal rights of control among the Parties.
 - c. Successors and Assigns. The Agreement binds and benefits the Parties and their respective successors and assigns.
 - d. Sole Benefit; No Third-Party Beneficiaries. The Agreement is entered into for the sole benefit of the Parties and their respective successors and assigns. The Agreement does not confer and is not intended to confer any rights, remedies, or benefits upon any other person or entity, including, without limitation, any user of the Ride Services.
 - e. Authorization. Each Party represents to the other that it is fully authorized to enter into the Agreement and to perform its obligations hereunder.
 - f. Controlling Law; Venue. The laws of the Commonwealth of Massachusetts govern all transactions and other matters arising out of or relating to the Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Each Party agrees that for any legal action, proceeding, or claim arising under or relating to the Agreement venue is proper in courts of the Commonwealth of Massachusetts sitting in Essex County, and each Party waives the right to sue or be sued elsewhere; such waiver includes, without limitation, a claim that a court in Essex County is an inconvenient forum. Each party submits to the exclusive jurisdiction of any court of the Commonwealth of Massachusetts sitting in Essex County, Massachusetts.

g. Final Agreement; Amendments Must Be in Writing; No Waiver. The Agreement constitutes the final, complete, and exclusive expression of the Parties' agreement concerning the matters that are the subject hereof. The Agreement may not be supplemented, modified, or qualified by reference to any previous negotiations or course of dealing. The Parties may amend the Agreement only by a written instrument executed by all Parties. Any purported oral amendment of the Agreement is ineffective. Neither (i) a Party's failure or delay in exercising a right or remedy or requiring satisfaction of a condition under the Agreement, nor (ii) any course of dealing between the parties, operates or shall operate as a waiver or estoppel of a right, remedy, or condition under the Agreement.

h. Limitations. The Parties acknowledge and agree that the Agreement does not create any personal obligation or liability for any officer, director, or employee of the Parties.

i. Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by reason of such Party having or being deemed to have drafted such provision.

j. Counterparts. The Parties may execute the Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute a single agreement.

k. Captions. Headings of articles, sections, and subsections of the Agreement are for convenience only and do not affect the construction or interpretation of the Agreement.

l. Indemnity. The Agreement is not intended to extend the liability of the parties beyond that provided by law. No party waives any immunity or defense that would otherwise be available to it against claims by third parties.

m. Representations. By execution of the Agreement, each party represents to the other that:

- i. In performing its duties and obligations hereunder, it will be carrying out one or more governmental functions or services which it is authorized to perform;
- ii. The undersigned officer or agent of the party has been properly authorized by that party's governing body to execute the Agreement, and that any necessary resolutions extending such authority have been duly passed and are now in effect;
- iii. All payments required or permitted to be made by a party will be made from current revenues available to the paying party; and
- iv. All payments provided to be made hereunder by one party to the other shall be such amounts as to fairly compensate the other party for the services or functions performed hereunder.

IN WITNESS WHEREOF the Parties have executed this Agreement on the ____ day of 2024.

CITY OF SALEM

Dominick Pangallo, Mayor

TOWN OF DANVERS

Steve Bartha, Town Manager

CITY OF BEVERLY

Michael P. Cahill, Mayor

Exhibit A

Extended Skipper Area

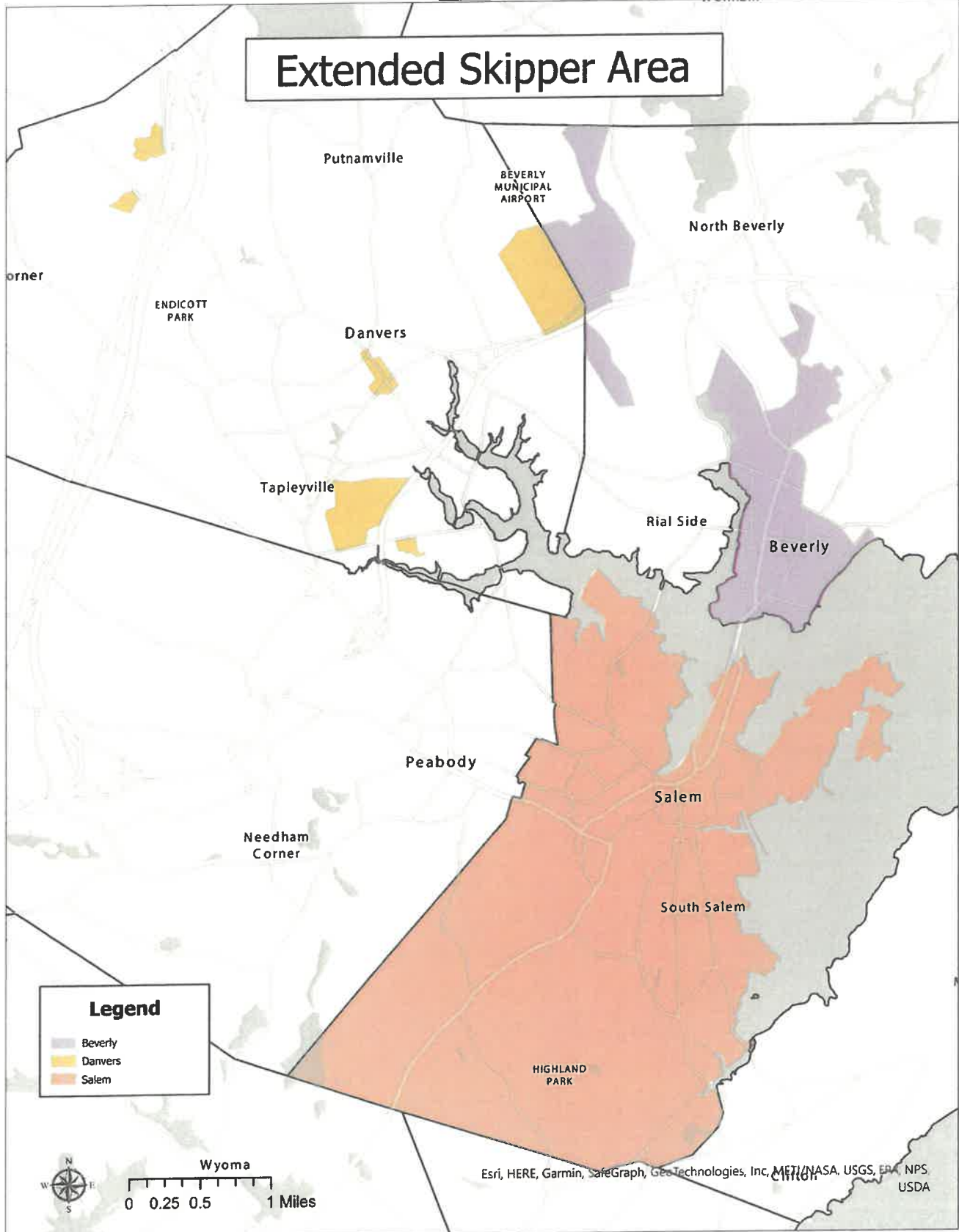


Exhibit B

Mobility On-Demand Service Area Hours:

1. Salem – maintain current service hours:
 - a. Monday-Thursday 7am-10pm
 - b. Friday 7am-12am
 - c. Saturday 10am-12am
 - d. Sunday 10am-8pm.
2. Beverly and Danvers
 - a. Monday-Friday 7am -7pm
 - b. Saturday & Sunday 10am-7pm

Mobility On-Demand Service Vehicles:

1. Salem
 - a. 8-10 vehicles garaged in the city.
2. Beverly & Danvers – approximately five additional vehicles deployed for expanded service.
 - a. Approximately 3-4 vehicles garaged in each community.